

**OFFICIAL NOTICE #57329
Request for Proposals:**

PEST CONTROL SERVICES

**CITY OF MILWAUKEE
IMPROVED NEIGHBORHOOD PROPERTIES**

On behalf of the City of Milwaukee (City), the Department of City Development (DCD) is seeking the services of a qualified firm to perform Pest Control Services for City of Milwaukee improved neighborhood properties

The RFP can be found on DCD's web site at the following link:

<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

Questions regarding this RFP should be addressed to Scott Stange, in writing via e-mail at sstang@milwaukee.gov or to the Department of City Development, Attn: Scott Stange, 809 N. Broadway, 3rd floor, Milwaukee, Wisconsin 53202.

Deadline for questions regarding the RFP are due by noon on January 4, 2012.

Proposals are due January 10, 2012 by 11:00 a.m.

December 22, 2011

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**CITY OF MILWAUKEE
DEPARTMENT OF CITY DEVELOPMENT
809 N. Broadway
Milwaukee, Wisconsin 53202**

I. Background

The City of Milwaukee acquires properties through a foreclosure process because owners have failed to pay property taxes. Many of the properties have tenants, are in distressed condition when the City acquires them and are in need of a variety of pest control services including but not limited to bed bugs, crawling insects, rodents (mice or rats) and live animal trapping.

II. Scope of Services - See Attached Specifications and Scope of Services

III. Project Requirements

A. Time Frame

Work on shall begin as soon as a contract with the Contractor can be executed.

B. Coordination

A staff member from the City's Department of City Development will coordinate the assignment projects. For the purpose of efficiency, DCD prefers that the assigned Contractor be accessible to DCD on a regular and as needed basis. The Contractor and the Department will establish a regular communication format through which DCD can be kept current as to the progress of work at each project.

E. Contract

A contract will be entered into between the Department of City Development, the City of Milwaukee, and the selected Contractor based upon the scope of work defined, a fee schedule, and a not to exceed amount. The original term of the contract will be for one year with the option to extend the contract for two (2) additional one (1) year terms permitted by mutual agreement between DCD and the Contractor. This does not preclude the negotiation of additional or reduced services and contract amounts prior to the initiation of work.

IV. Proposal Submission Requirements and Selection Procedures

A. Proposal Contents

Contractor responding to this RFP must provide the following information in their proposals. Brevity is encouraged. Failure to comply with these requirements may be cause for the proposal to be considered non-responsive.

1. Title Page

The title page should include "**Request for Proposal #57329, Department of City Development, Pest Control Services for the City of Milwaukee Improved Neighborhood Properties**," and the name of the firm, address, telephone number, name of contact person, e-mail address, FAX number, and date.

2. Letter of Transmittal

The letter of transmittal should concisely state the Contractor 's understanding of the work to be performed and outline the different pest control options provided by the Contractor to meet the

City's needs. Also include the names of those authorized to make representations on behalf of the Contractor, their titles, addresses, and phone numbers must be included.

3. Cost Estimate

The Contractor shall complete and submit with their proposal a Fee Schedule that will include rates that the firm will charge DCD during the duration of the contract for the following:

- bed bugs
- crawling insects
- rodents (mice or rats)
- live animal trapping

In submitting the Fee Schedule, Contractors are encouraged to list specific pricing for all pest control treatment options and the variables within each option.

The City reserves the right to chose different options within this list as deemed necessary on a case by case basis throughout the term of the contract.

The successful contractor will be expected to honor the prices identified in this RFP for the duration of the contract and any extensions, unless modified by mutual agreement in writing

4. Documentation of Past Experience and Qualifications

The proposal must provide information about the Consultant's experience in the treatment/control of bed bugs, crawling insects, rodents (mice or rats) and live animal trapping including, but not limited to methodology and types of treatments (chemicals, traps, thermal etc).

Additionally, the proposal should provide information about similar size work in which the vendor has provided services. Please include project summaries, descriptions of the firm/individual's involvement in the projects, the dates the work was performed, and whether key persons assigned to these projects are still with the firm and available to work on this project.

5. Staffing

The Contractor must identify of the specific people/person who would manage this project and a description of their experience, qualifications, certifications and/or licenses.

If the Contractor proposes to use subcontractors for this project, subcontractors must be identified. Provide the following information about proposed subcontractors: Company name, name of contact, title of contact, telephone number. All subcontractors must be approved by the City of Milwaukee.

6. References

Provide two references from clients that have used the Contractor's pest control services within the past 24 months. Provide the following information for each reference: Contact name, title, telephone number, e-mail address, and most recent date client has used Contractor's services.

7. Emerging Business Enterprise (EBE) Participation

DCD encourages use of Emerging Business Enterprises (EBE's). The goal is at least 18% of the project budget. Contractor should note if they are certified EBE or intend to use EBE sub-contractors for any of the work, it is expected that the Contractor will actively work with the City's EBE office, to include EBE sub-contractors to the fullest extent possible. More information about the EBE Program may be found at:

<http://www.city.milwaukee.gov/EmergingBusinessEnte1389.htm>

Proposers must complete and submit with their proposal the EBE Form, as referenced in the Table of Contents (Attachment A).

The parties acknowledge that these provisions apply even though the City intends to repeal its EBE program, and replace it with a Small, Woman, and Minority Owned Business Enterprise Program after the effective date of this Contract. Should the Contractor require substitution or addition of an EBE subcontractor during the course of this Contract, the City shall provide a list of City-certified Small Business Enterprises. Please contact Ossie Kendrix, the City's EBE Manager at 414.296.5553 should you have any questions or concerns.

V. Selection of Consultant

City staff will evaluate proposals. City staff will assign points to each proposal using the following criteria:

1. PRICE -(Maximum of 40 points) – A maximum of 40 points will be assigned to price, defined as proponent's cost for services for this engagement.
2. QUALIFICATIONS AND EXPERIENCE -(Maximum of 30 points) – A maximum of 30 points will be assigned to the proponent's qualifications and experience in undertaking pest control services similar to this engagement.
3. QUALITY OF PROPOSAL TO COMPLETE SCOPE OF SERVICES- (Maximum of 30 points) – A maximum of 30 points will be assigned to the quality of the proponent's proposal, and subsequent methodology, for completing the scope of services.
4. EMERGING BUSINESS ENTERPRISE PARTICIAPTION- (Maximum of 10 points)
Proposers can receive up to 10 additional points by utilizing a City Certified EBE Firm on this project.
5. LOCAL BUSINESS ENTERPRISE PROGRAM (a maximum of 5 points)

VI. Submission Requirements and Deadline

All questions and communication regarding this RFP process and scope of services should be submitted in writing (See #1 of General RFP Requirements) to Scott Stange. Questions must be sent in writing **no later than noon on January 4, 2012**. Questions initiated after **January 4, 2012**, will not be considered. All addendums issued by DCD will be posted on the Internet at <http://city.milwaukee.gov/Projects/RequestsforProposals.htm> by the end of the day on **January 4, 2012**.

It is the responsibility of the Proposer, prior to submitting a response to the RFP, to determine whether all addendums have been received and are included in the RFP response.

An **original and 3 (three) copies** of the proposal should be submitted to DCD's Bid Desk no later than **11:00 a.m., January 10, 2012**. The proposals must be submitted **along with the required Cost Proposal, Affidavit of No Interest, Debarment Certification, EBE form A, and Living Wage Affidavit of Compliance.** Late submissions will not be accepted.

Proposals should be mailed or delivered to:

**Bid Desk
Department of City Development
809 N. Broadway, 2nd floor
Milwaukee, WI 53202-3617**

Proposal to be clearly marked: **Official Notice #57329 –Pest Control Services for City of Milwaukee Improved Neighborhood Properties**

VII. General RFP Requirements

1. Interpretations of RFP

Any requests for interpretation should be submitted in writing to Scott Stange, Contract Compliance Officer, 809 North Broadway, MILWAUKEE, WI 53202, or submitted by email to sstang@milwaukee.gov. No oral interpretations will be made to any Contractor as to the meaning of the RFP requirements. All interpretations will be posted and answered on the Internet. If you received your RFP from the Internet you will be responsible for keeping abreast of the addenda as they come in. All such addenda shall become a part of the RFP, and all Contractors shall be bound by such, whether or not received by the Contractor.

2. Receipt of Proposals

Proposals received prior to the time of opening will be secure. The officer whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.

Contractors are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Contractors should secure correct information relative to the probable time of arrival and distribution of mail at the place where proposals are to be forwarded.

3. Withdrawal of Proposals

Proposals may be withdrawn on written request dispatched by the Contractor in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Contractor in preparing a proposal for offer to DCD confers no right of withdrawal or modification of the proposal after such proposal has been opened. In case of withdrawal of a proposal by a Contractor, the Contractor will be disqualified thereby from submitting a second proposal on the contract at hand. See Section 66.0901(5), Wisconsin Statutes.

4. Rejection of Proposals

DCD reserves the right to reject the proposal of any Contractor who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors or employees.

5. Award of Contract

DCD Staff will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in this RFP. While the Contract Management Team intends to select a Contractor based on the proposals received, the Contract Management Team may invite the highest ranked firm/individual(s) to participate in an interview. If one or more interviews are to be scheduled, a letter will be sent to the firm/individual(s) that is/are selected to participate, and this/these firm/individual(s) may be asked to provide more specific written information about their qualifications, methodology, and costs. Firms/individuals participating in the interviews must send the project manager and staff who will work on this project.

After the contract is awarded, all of the firms who submitted a proposal will receive a written acknowledgment of their proposals. DCD will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

6. Contract Payments

DCD and the Contractor will agree on a performance and payment schedule. The Contractor will submit to DCD invoices itemizing the services performed and cost incurred since the last request for payment. Payment will be made after review of the Contractor's work product and upon acceptance by DCD of the services performed.

7. Termination of Contract for Cause (Non-Negotiable)

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, DCD shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five work days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports, or other material related to the services prepared by the Contractor under this contract shall, at the option of the DCD, become the property of DCD. Notwithstanding the above, the Contractor shall not be relieved of liability to DCD for damages sustained by DCD by virtue of any breach of the contract by the Contractor.

8. Sales Tax (Non-Negotiable)

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, the City of Milwaukee is exempt from Wisconsin Use and Sales Tax. Contractors, therefore, shall not add State of Wisconsin sales tax or use tax to their proposals, but shall include in their lump sum proposals only the taxes they will be required to pay directly as a consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the selected Contractor. Contractors are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.

9. Request for Proposal

This RFP is not an offer to buy and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Contractor has the option to not convey and/or sell if compliance with any mandated clause or provision is undesirable or impossible.

No information will be available to any Contractor regarding the status of his response. However, DCD reserves the right to enter into discussion with Contractors for purposes of clarification or further information.

10. Miscellaneous

DCD reserves the right to waive informalities in any proposals, reject any or all proposals in whole or in part, with or without cause, and to accept that proposal which in its judgment best meets its needs. DCD will require an Affidavit of No Interest, which provides that no official or employee of DCD, the Contract Management Team, and/or the City of Milwaukee has or will receive anything of value in connection with the issuance of this contract.

11. Equal Employment Opportunity

The Contractor agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and services performed under the terms of any contract ensuing from this RFP. Contractor must agree to comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

12. Indemnification (Non-Negotiable)

The Contractor agrees that it will indemnify, save and hold harmless DCD and the City of Milwaukee, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorneys fees, photocopying expenses and expert witness fees, recovered from or asserted against DCD or the City of Milwaukee on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Contractor or any of its agents, servants, employees or subcontractors.

DCD shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the Contractor or any of its agents, servants, employees or subcontractors, to the Contractor or its insurer and, upon such tender, it shall be the duty of the Contractor and its insurer to defend such claim or action without cost or expense to DCD.

13. Slavery Disclosure (Non-Negotiable)

The successful Contractor will be required to submit an affidavit of compliance of slavery disclosure before a purchase order/contract can be executed (unless you have already done so and it is on file with the Business Operations Division of the City of Milwaukee).

14. Ethics (Non-Negotiable)

It is the policy of the Department of City Development, that contracts shall not be awarded to any Contractor team that includes individuals who have left City employment within the past 12 months, or individuals who are currently members of any City boards or commissions.

15. Wisconsin Public Records Law (Non-Negotiable)

Both parties understand that the City of Milwaukee is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* The Contractor acknowledges that it is obligated to assist DCD in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold DCD harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

**Department of City Development
Official Notice #57329**

**Pest Control Services
City Of Milwaukee
Habitable and Improved
Neighborhood properties
Milwaukee, WI**

I. INSTRUCTIONS TO BIDDERS

A. **RATES FOR SERVICES:** Each Contractor shall provide in their proposal a fee schedule/cost proposal that shall include all wages, benefits, insurance, overhead, profit, transportation, materials, etc.

B. **EXCLUSIVITY OF WORK:** There is no guarantee of work or amount of work and no exclusivity for work. The intent of this contract is for Pest Control Services on an as needed basis. This work does not cover existing warranty work. Work will be on an as required basis and scheduling and volume of work annual will vary.

The City reserves the right based on availability and need to acquire services outside this contract to best meet the need of the City.

Following is a Total Estimated/Anticipated/Not to Exceed Amounts of Work: \$30,000.00

C. **CONTRACT BREAKDOWN:** The fee schedule/cost proposal submitted with this proposal will be used as a basis for payment of the work completed. There will be no exceptions to the fee schedule/cost proposal during the time of the contract.

G. **CONTRACT EXTENSION:** This contract may be extended for two (2) additional one (1) year periods. Extension of the contract is on a one year basis and is subject to the conditions listed below:

1. Satisfactory completion of work performed.
2. Satisfactory response time, meeting requirements of contract
3. Satisfactory participation by EBE sub-consultants, if applicable.

One year extension of this contract may occur annually. Negotiations shall begin 60 days prior to contract anniversary date. Failure to successfully negotiate a single year extension will void contract and any remaining extension.

H. **SITE VISIT:** All contractors shall visit the project specific site, consult project manual, be familiar with the work of other contractors and determine for himself all conditions affecting the work.

Failure by a contractor to be familiar with the specific project shall not release him from any obligation under this contract to complete the work in strict conformity with the plans and project manual and all City, State and Federal Codes or regulations pertaining to the work.

I. **WORK HOURS:** Work shall be conducted Monday through Friday, 8:00 a.m. to 4:30 p.m.

J. **START AND COMPLETION:** Contractor shall not proceed with work until directed to do so by DCD or its agent. The contractor shall receive authorization to proceed with work via a faxed Work Order or called in with the Work Order number. The Contractor shall have in its employ a sufficient force of qualified and competent personnel to commence work on each property within **twenty-four hours** of contractor receiving Work Order from DCD to proceed. Picking up keys to a property does not constitute commencement of work. The Contractor shall complete the initial work order application within seventy-two hours (72) (excluding Saturdays, Sundays, and

holidays). The timing of follow-up applications will be scheduled between DCD and the contractor on a case by case basis. DCD may grant an additional seventy-two (72) hours to complete (or within additional time extension granted by DCD; liquidated damages in the amount of Twenty and 00/100 Dollars (\$20.00) may be assessed for each day of delay. Contractor shall take all steps necessary to minimize the inconvenience to the resident(s) of the property, shall complete the work as rapidly as possible and shall conduct its operation in the utmost discretion and cooperation with DCD.

K. EMERGENCY WORK: For Emergency work Contractor shall call within 30 minutes and their response time shall not exceed two hours

M. WORK ORDERS: Work Orders **generally** will not take more the 8 hours to complete. If the estimated work is in excess of eight hours, the Contractor shall not proceed until DCD or its representative has approved the number of hours required to complete the work.

N. KEYS: Keys must be returned within 24 hours. When keys for properties are not returned to DCD or it representative, the Contractor may asses a key and lock change fee. These fees are non-refundable. Keys must be returned within 24 hours.

O. BASE BID EXCLUSIONS: N.A. All work is to be performed under this contract.

P. ADDITIONAL PLANS/PROJECT MANUALS: The successful contractor will be responsible for furnishing all additional copies of proposal, specifications/scope, addenda, etc., as may be needed by the contractor and subcontractors. The City will cooperate by making originals available to the contractor/s printer of choice.

Q. Examine Documents:

1. Before submitting a proposal, bidders should carefully examine the contract manual; fully inform themselves as to all existing conditions and limitations, including those of labor; and shall include in the proposal a sum sufficient to cover the cost of all items contemplated by the contract documents.
2. Each sub-bidder further represents that he is familiar with the scope of the proposed work to ascertain any obstacles that might be encountered and other matters and conditions relevant to this work.
3. Additional charges will not be as considered for work which, prior to submitting a proposal, could reasonably be inferred as appropriate by examination of the contract documents, and closely reviewing the work as indicated above.

II. GENERAL REQUIREMENTS

A. INSURANCE

1. Before commencing work the Contractor/Vendor shall furnish the Department of City Development (DCD), for review and approval, evidence of the following insurance coverage:

Coverage	Amounts
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI (Bodily Injury) \$500,000 per occurrence \$1,000,000 aggregate PD (Property Damage) \$500,000 per occurrence
Automobile Liability	BI \$500,000 per person \$1,000,000 per occurrence PD \$500,000 per occurrence
Umbrella Liability	\$1,000,000.00

2. The Contractor/vendor shall provide the DCD with Certificates of Insurance evidencing the above referenced coverage. The insurance carrier must be licensed to do business in the State of Wisconsin. The DCD shall be named as an additional insured with respect to liability coverage, except for the Professional Liability. The Department of City Development shall be given thirty (30) days notice in advance of cancellation, non renewal, or material change in any insurance coverage. Failure to provide the insurance required shall permit the DCD terminate a Contract.

3. In addition, a notarized Affidavit of No Interest form must be completed and signed by the insurance agent who issued the Certificate of Insurance and submitted with the Certificate of Insurance, deposing that no officer, official or employee of the Department of City Development has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale or furnishing of said insurance certificate.

4. The contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the DCD.

5. The certificate holder shall be noted as:

Department of City Development
809 N. Broadway, Attn: Purchasing/Contract Services
Milwaukee, WI 53202

C. Contractor shall comply with all applicable state, federal and local codes, and pay all permits, licenses and certificates, and other fees as required by the work including but not limited to the following:

1. The rulings, regulations and laws of the following shall be complied with in the completion of this project:

International Building Code, as amended and adopted by the State of Wisconsin
Plumbing and Drainage Codes of the City of Milwaukee
Ordinances of the City of Milwaukee
National Board of Fire Underwriters
OSHA

N FPA
FAA
NEC
IEEE
UL

2. The City of Milwaukee will provide the general building and occupancy permits.
3. Contractors shall obtain, from the City of Milwaukee Department of City Development and/or other government or private agencies, all special permits as may be necessary in their work.
4. Contractors shall obtain all permits to occupy or work in the public way as may be necessary for their work.
5. Contractors shall notify the City and/or appropriate utilities when making utility connections as part of the project.

D. INSPECTIONS - DCD Staff, or designee, may provide daily inspection to verify compliance with contract documents, identify contractors and crews on the job, verify compliance with contract conditions (EBE, residency, wage requirements), and record job progress and conditions.

E. WORK BY OTHERS:

1. Project roles are defined as follows:
 - a. OWNER – The City of Milwaukee.
 - b. OWNER’s REPRESENTATIVE– Representative from the City of Milwaukee Department of City Development.
 - c. CONTRACTOR – The successful bidder of this contract.
 - d. CONTRACTOR’s REPRESENTATIVE – The CONTRACTOR’s Project Manager.
 - e. SUBCONTRACTOR(s) – Any lower-tiered CONTRACTOR to the CONTRACTOR.
2. The CONTRACTOR shall not obstruct or cause delay in progress of work by others on the Property. CONTRACTOR shall coordinate with others performing work at the property regarding access, material staging areas, and work schedules. .
3. The CONTRACTOR shall coordinate all Work, or specifically identified portions of the Work, with the OWNER’s REPRESENTATIVE to allow for entry to inside of the building, obtain direction for locating equipment and materials, and obtain prior approval from OWNER’s REPRESENTATIVE for changes to the initial schedule
4. CONTRACTOR’S REPRESENTATIVE shall be experienced and shall be directly in charge of the installation, all staff, and staff contractors associated with this work.

F. SUPERVISION OF WORK:

1. Contractors shall furnish the services of an experienced foreman or superintendent.
2. He/She shall be constantly in charge of the services provided along with all subcontractors, helpers, and labor required to provide the pest control services.
3. He /She shall be thoroughly acquainted with and be responsible for the various subcontractors' work so that it is properly coordinated and supervised to the satisfaction of the Commissioner of DCD or his representative.

G. LIVING WAGE APPLIES: In recognition of Chapter 310-13 of the Milwaukee Code of Ordinances, the living wage rate is required for this Purchase Order. By executing the work on this Purchase Order, the Contractor certifies that it knows of the provisions of this section, intends to comply with them and agrees to pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of not less than \$8.91 per hour. Contactor is required to sign and have notarized the attached Affidavit of Compliance - Living Wage Provision and submit the Living Wage Compliance Report within 10 days following completion of the work or every 3 months, whichever comes first.

I. INVOICING:

1. Payments for work performed will be made upon submission of an itemized statement (provided by DCD) including, but not limited to the following:
 - a. All work will be inspected and approved before payment will be made.
 - b. Purchase Order or Contract Number.
 - c. Classification of personnel, services provided, and costs.
 - d. A summary of work
 - e. Work Orders and receipts for materials must be included with your Request for Payment Sheet, which details the Work performed, signed by both the Contractor and DCD.
 - f. All statements and invoices shall be submitted to: Land Management; Attn: Deborah McCollum-Gathing; 809 N. Broadway, 2nd floor; Milwaukee, WI 53202
 - g. The contractor must have a work performance form which the tenant signs stating that the work has been completed. This form must be attached to the contractor's invoice. This form would not include a price.
2. Payments will be held if contract administrative requirements are not met, i.e. wages, EBE (if applicable), etc, or paper work for requirements are not up to date.
3. Contractor shall maintain individual invoices for each pest control occurrence during previous month on a unit basis. These records must be submitted with monthly pay requests for request to be process.

J. IDENTIFICATION: Contractor shall require its employees or agents, performing services to said properties, to wear an identification card affixed to the individual's outer clothing in a conspicuous place, clearly visible to residents, containing a recent photograph of the individual and the individual's name or possess a valid Wisconsin photographic driver's license issued to such individual and/or

Wisconsin Identification Card for such individual to produce such identification on request of DCD representative.

K. **WORK NOT INCLUDED:** The City reserves the right to contract for related services outside this contract. Nothing in these specifications shall be deemed to preclude this right the contractor shall not be entitled to compensation or -damages for such services rendered by others.

L. **ELECTRICAL POWER:** Contractor shall be responsible for providing their own power source.

M. **WATER:** Contractor shall be responsible for providing their own water source.

N. **TOILET FACILITIES:** Contractor shall be responsible for providing their own toilet facilities.

O. **CONTRACT CANCELLATION:**

1. This contract shall be subject to an annual review and evaluation.
2. Should the contractor fail to comply with the requirements set forth in the project manual, the City may terminate the contract with written notice 60 days prior to each anniversary date. The City shall be the sole judge of compliance. Additionally, the City reserves the right to cancel the contract at any time for- convenience with or without cause.
3. Should the contractor fail, or be unable for any reason to make any needed adjustment or repairs required by the specifications, the City reserves the right to have such adjustments or repairs performed by an outside firm. This contract in no way obligates the City to compensate this contractor for the cost of such adjustments or repairs, and the contractor shall not be entitled damages for such services rendered by others

P. **HAZARDOUS MATERIAL** – If awarded this contract, if Contractor should come into contact with any hazardous materials that are questionable while performing this work, Contractor shall notify DCD representative immediately.

III. SCOPE OF SERVICE

A. **GENERAL OVERVIEW** - The contractor will provide services for, but not limited to, bed bugs, crawling insects, rodents (mice or rats) and live animal trapping on a request or complaint basis. Please note that this list is not intended to be exhaustive, or to describe the work that must be provided by any one firm.

B. **SAFETY AND COMPLIANCE** -The contractor will ensure that all pesticides are applied in accordance with Federal, State and local regulations. All pesticides are to be applied in a manner consistent with the manufacturer's label directions.

C. **NOTICES AND INSTRUCTIONS**

1. The contractor is required to provide least forty eight (48) hours notice for most services (unless vacant). Service for bed bug treatment must have ninety-six (96) hours notice for purpose of preparation.

2. If the property is occupied, the contractor is required to make arrangements with the tenant to schedule the service and provide written instructions to residents describing requirements for preparing units to be serviced. If the property is vacant, the contractor is required to obtain keys to the property at the Department of City Development Offices at 809 North Broadway – 2nd Floor. City Representative will arrange to have unit keys available to be picked up at office on the day of scheduled service. The keys shall be returned within 24 hours of completion of service. City building manager will arrange to have unit keys available to be picked up at office on the day of scheduled service.

D. SERVICES TO BE PROVIDED

1. The service is to be customized to handle pest infestation and designed to eliminate the entire population not just foraging insects and rodents.

2. Services will be broken down as follows: immediate corrective action for rodents; service for crawling insects; service for bed bugs; live animal trapping service.

a) Immediate Corrective Action for Rodents: Rodents inside the building will be caught using mechanical traps, as well as other types of traps, as necessary. Rodenticides are an option. A response time within six (6) hours of the initial call is required for situations posing immediate health or safety risks.

b) Service for Crawling Insects (including, but not limited to roaches, ants, spiders, centipedes, silverfish, earwigs and “foreign bugs”)

1) All pesticides are to be applied in a manner consistent with the manufacturer’s label. Materials may include but are not limited to, dusts, liquids, aerosols, gel baits and Insect Growth Regulators.

2) Contractor to provide must provide forty-eight (48) hour notice as outlined in SECTION C – NOTICES AND INSTRUCTIONS.

3) Treatments are to include, but not limited to the following:

a. Dusting:

i. All wall voids, outlets, crack and crevices are to be dusted, especially behind the cabinets, double walls in the cabinets, along all pipe runs, behind tubs, sinks and medicine cabinets and all heating pipes.

ii. Any other objects that are accessible to the crawling insect, where they may find harborage in or around or travel through, must be treated.

b. Baiting:

i. All units with active Crawling Insect populations shall be baited with gel bait the refrigerator, stove, all other appliances, all furniture, sprinkler heads, light fixtures and smoke detectors.

- ii. Any other objects that are accessible to Crawling Insects, where they may find harborage in or around or travel through, must be treated.
- c. Spot or Crack and Crevice Treatments:
 - i. All units shall receive a topical treatment including an IGR for long term control.
 - ii. Areas to be treated may include, but not limited to inside of cabinets, closets, and crack and crevices of all rooms.
 - iii. Any other objects that are accessible to Crawling Insects, where they may find harborage in or around or travel through, must be treated.
- c) Service for Bed Bugs
 - 1) Contractor must provide to DCD and the tenant ninety-six (96) hour notice as outlined in SECTION C – NOTICES AND INSTRUCTIONS
 - 2) All pesticides are to be applied in a manner consistent with the manufacturer's label. Materials may include but are not limited to, dusts, liquids, aerosols and Insect Growth Regulators. Steam, heat, vacuuming, monitors, canine inspection, and cryonite machines can be incorporated in bed bug treatments. Mattress covers are highly recommended (because cost is a factor residents may not be able to comply).
 - 3) All bed bug treatments, including but not limited to chemical and/or thermal treatments, must be consistent with Industry Standards at time of service.
 - 4) Thorough inspection must be conducted in all affected units to determine proper identification or presence of bed bugs.
 - 5) Treatment of adjacent units may be necessary and is recommended (units above, below, and on each side are to be treated as a preventative control technique). Units with an active bed bug infestations should be treated three (3) times and at fourteen (14) day intervals (unless thermal remediation is used).
 - 6) Bed bug treatments with proper materials will include treating bed frame, headboards, footboards, mattresses, box springs, all furniture, cracks and crevices and any other areas or objects where bed bugs will hide or travel.
 - 7) Follow up inspection is necessary to assure successful control has been achieved.
 - 8) Disposal of infested household items, if necessary, per industry protocols (e.g. mattresses, couches, etc).
- d). Live animal trapping
 - 1) The contractor's service technician will thoroughly inspect the building to access treatment required (type of animal).

2) Contractor to provide must provide forty-eight (48) hour notice as outlined in SECTION C – NOTICES AND INSTRUCTIONS prior to placement of any inside live traps. Also, this notice must include notification of the date of removal of traps.

E. COMPLAINTS - City Representative will contact contractor with all complaints. Contractor will provide service as needed following Service and Notice guidelines as provided in this Scope of Services.

F. CALLBACKS - City Representative will contact contractor with all callbacks. Contractor will provide service as needed following Service and Notice guidelines as provided in this Scope of Services.

G. VACANT UNITS - City Representative will notify contractor of all vacant units and inform contractor when unit can be serviced. Contractor will treat vacant unit using the same method as outlined above.

**City Of Milwaukee
Department Of City Development
Emerging Business Enterprise Provisions**

I. General

A. In accordance with Chapter 360 of the Milwaukee Code of Ordinances, Emerging Business Enterprise (EBE) participation is required in all contracting activities of the Department of Department of City Development. The ordinance requires that certified EBEs be utilized for 18% of the total dollars annually expended through prime contracts or subcontracts. To that end, the Commissioner of Department of City Development, as a contracting officer for the City, requires all bidders to utilize EBEs as subcontractors and material suppliers on all contracts. For this contract, bidders are required to achieve a minimum 18 % EBE participation.

B. The prime contractor shall prepare and submit accurate and timely EBE utilization forms and reports to the Department of City Development. The reports shall include, but not be limited to, project participation (Form A), monthly utilization (Form D), and EBE subcontractor payment certification (Form E) forms as directed. Failure to submit the required forms and reports to the Department of City Development may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until final EBE utilization reports and EBE subcontractor payment certification forms are on file with the Department of City Development.

C. During the performance of this contract, the Department of City Development reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Commissioner of Department of City Development will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, the Department of Department of City Development may take one or more of the actions listed below:

1. Terminate or cancel the contract, in whole or in part.
2. Consider possible debarment of the prime contractor from bidding.
3. Withhold payments on the contract.
4. Any other remedy available to the City at law or in equity.

II. Definitions

A. "EMERGING BUSINESS ENTERPRISE" (EBE) means a small business concern that is owned, operated and controlled by one or more individuals who are at a disadvantage. The individuals must have day-to-day operational and managerial control and interest in capital, financial risks and earnings commensurate with the percentage of their ownership.

B. "INDIVIDUAL AT A DISADVANTAGE" means a person who is a citizen or lawful permanent resident of the United States and who has experienced and who continues to experience substantial difficulty in achieving business-related success as defined in subsection 5 of Chapter 360 of the Milwaukee Code of Ordinances.

C. "OWNED, OPERATED AND CONTROLLED" means a business which is one of the following:

1. A sole proprietorship legitimately owned and operated and controlled by an individual as defined in subsection 12.
2. A partnership or joint venture legitimately owned, operated and controlled by individuals who are at a disadvantage and who own at least 51% of the beneficial ownership interests in the enterprise and who hold at least 51% of the voting interests of the enterprise.
3. A corporation legitimately owned, operated and controlled by one or more individuals who are at a disadvantage and who own at least 51% of the outstanding shares and who hold at least 51% of the voting interests of the corporation.

III. EBE Utilization Requirements

A. Each prime contractor shall utilize EBE to a minimum of 18% on this contract. Note that the prime contractors shall be required to attain EBE participation on their base bid excluding specified allowances, alternatives, and change orders. EBE commitments relative to contract award shall be based upon the approved EBE Participation Form (Form A).

B. The determination of EBE utilization shall be based on the following criteria:

1. The firms identified as EBE by the prime contractor on the EBE Participation Form must be certified by the Emerging Business Enterprise Program prior to bid opening.
2. The prime contractor shall be credited for the entire expenditure to EBE firms only if all of the identified scope of work is performed directly by the certified EBE firm.
3. The prime contractor shall be credited for the entire expenditure to EBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters them for resale. Only 20% of the EBE goals may be expended for EBE suppliers that do not manufacture products they supply.
4. The prime contractor shall count toward the EBE requirement only those payments to EBEs who perform a commercially-useful function in the actual performance of the contract. While that generally means an EBE should be engaged in

direct contract work, a “commercially-useful function” may also include management of a third tier subcontractor. For example, while an EBE trucking subcontractor is always expected to perform some direct work on the project, in some cases it may become necessary to subcontract work out to one or more third tier subcontractors. If a third tier subcontractor is also an EBE, the full amount of the work performed by that third tier EBE can be counted toward EBE participation. However, if the third party subcontractor is not an EBE, the prime contractor may only count 20% of the amount being subcontracted to the third tier non-EBE subcontractor. EBEs are required to notify the Department of City Development if they subcontract out work so that the Department can determine how much, if any, of the subcontracted work can be counted toward the EBE requirement. The Commissioner of Department of City Development will make the final determination and evaluation of whether the EBE is performing a commercially-useful function.

C. The contractor, by signing and submitting a bid, certifies that the contractor understands the provisions of Chapter 360 and knows of and intends to comply with them. The completed EBE Participation Form (Form A) must be submitted with the proposal.

1. Information on Form A shall include, but not be limited to:

- a. The names, addresses, telephone numbers and contact person names for the certified EBE contractors that will participate on the project as subcontractors or suppliers;
- b. A description of the scope of work to be performed by the EBE on this project; and
- c. The EBE contractor dollar value(s) and corresponding percentages that the dollar values represent of the total contract amount.

2. Listing an EBE on the Participation Form shall constitute a representation that the contractor has communicated directly with the EBEs listed. If awarded the contract, the bidder will enter into a subcontract with the firm for the portion of the work listed.

3. EBE participation is an element of bid responsiveness. Failure to meet the specified EBE requirements will render the bid unresponsive. The contract may then be awarded to the next apparent low bidder. Under certain circumstances, failure to meet specified EBE requirements after submission of an apparent low bid may result in surrender of the bidder's bid bond.

4. Only EBEs that have been certified by the Emerging Business Enterprise Program may be listed on the EBE Participation Form and counted towards the percentage requirements on this project. A listing of the currently City certified EBE firms is maintained at:

Emerging Business Enterprise Program Office
200 East Wells Street
City Hall, Room 606
Milwaukee, Wisconsin 53202
Phone: (414) 286-5553
FAX: (414) 286-8752

D. After execution of the contract, if for any reason an EBE cannot perform, the prime contractor shall contact the Commissioner of Department of City Development for approval to substitute another certified EBE firm. The prime contractor must submit a written request for substitution which specifies the reasons for the request. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor. If the prime contractor cannot find another certified firm to do the work at a comparable price, a non-EBE firm may be substituted with the approval of the Commissioner of Department of City Development.

E. If the prime contractor has a problem in meeting the EBE requirements or if any other problems relative to EBE(s) arise during the completion of this project, the prime contractor shall immediately contact the Commissioner Department of City Development.

F. Certification from programs other than the Emerging Business Enterprise Program is neither accepted by the City of Milwaukee nor do they have any bearing whatsoever on the eligibility criteria established by the City of Milwaukee.

G. Right to Appeal – All contracts awarded shall be awarded by the Commissioner of Department of City Development to the lowest responsible and responsive bidder determined in accordance with all applicable laws for participation of emerging business enterprises which are in force.

FORM A
CITY OF MILWAUKEE – DEPARTMENT OF DEPARTMENT OF CITY DEVELOPMENT
EBE PARTICIPATION FOR SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS

PRIME CONTRACTORS NAME: _____ OFFICIAL NOTICE NUMBER: _____

DATE: _____ TOTAL BID AMOUNT: _____ TOTAL EBE AMOUNT: _____

Please list all proposed EBE subcontractor(s) and/or material supplier(s) for this project. I/We propose to utilize the following subcontractor(s) and/or material supplier(s). **NOTE:** To receive full credit EBE's must perform commercially useful work at the job site. Up to twenty percent (20%) credit may be given under certain circumstances to EBE suppliers or other EBE contractors who assist in management of the project.

EBE FIRM(S) NAME ADDRESS/CONTACT PERSON AND PHONE NUMBER	% OF BID	SUB-CONTRACTOR/OR SUPPLIER	WORK PERFORMED/ MATERIAL SUPPLIED	AMOUNT	AUTHORIZED EBE(S) OWNER/REPRESENTATIVE SIGNATURE OF ACKNOWLEDGMENT
1.					
2.					
3.					
4.					

Contractor's Authorized Signature _____ Phone Number: _____ DATE: _____
 _____/_____/_____

(SIGNATURE & TITLE REQUIRED)

Print Name: _____ Title: _____

REVIEWED BY –
 EBEP ANALYST: _____ DATE: ____/____/____

DEPARTMENT OF DEPARTMENT OF CITY DEVELOPMENT: _____ DATE: ____/____/____

DEPARTMENT OF ADMINISTRATION
EMERGING BUSINESS ENTERPRISE PROGRAM

Form D - EBE MONTHLY REPORT

(1) Report for the Month of _____ 20____ (Final: yes ___ no ___)

(2) Prime Contractor/Firm _____

(3) Full Address & Phone Number: _____

(4) Description of service performed and/or material supplied _____

(5) Purchase Order /Contract# _____ (6) Project Number _____

(7) Start Date: _____ (8) Prime Contractor's Total \$: _____

(9) Completion Date: _____ (10) Prime Contractor to date \$: _____

(11) EBE % _____ and EBE \$ amount _____

List all EBE subcontractor firm(s) utilized in connection with the above contract, either as service performed and/or supplier for the month. This form shall be signed and returned. **If this represents the final report, be sure to attach EBE Payment Certification Form (Form E) for each sub listed.**

NAME OF EBE FIRM(s)	SERVICE PERFORMED/ MATERIAL SUPPLIED	AMOUNT PAID FOR THE MONTH	TOTAL \$ PAID Y-T-D
TOTAL PAID TO EBE(s)			

I/we hereby certify that I/we have read the above and approved this information to be precise and confirmed.

(12) Report Prepared By: _____
(Name) (Title) (Phone Number)

(13) Authorized Signature : _____
(Name) (Title)

(14) Date _____

Note: This form should be submitted no later than the **20th of every month** to **Department of Department of City Development**
– Procurement Services Section, 809 North Broadway, 3rd Floor, Milwaukee, Wisconsin 53202

DIRECTIONS FOR EBE MONTHLY REPORT (FORM D)

1. List the month that the report is being submitted. **Note: If this is the final report, check yes and submit Form E Subcontractor Payment Certification Form.**
2. Prime contractor's or firm's registered company name.
3. List full registered business address to include city/state, zip code and telephone number.
4. Brief description service performed and/or material supplied on this contract.
5. List the official Purchase Order or Contract Number, as represented on the contract or purchase order.
6. List the project number as represented on the front page of the contract.
7. List the start date of the project.
8. List the total dollars awarded to the prime contractor.
9. List the completion date of the project.
10. Total dollars paid to Prime contractor to date.
11. List the EBE percentage on this project and the EBE dollar amount.
12. List the name, title and phone number of the individual who prepared the report.
13. Provide the authorized signature and title of the individual who approves the report.
14. List the date that the report is completed.

**THIS REPORT IS DUE THE 20TH OF EVERY MONTH FOR THE PREVIOUS MONTH'S ACTIVITY.
FAILURE TO RETURN THIS FORM BY THE SPECIFIED TIME MAY CAUSE A DELAY IN PAYMENTS.**

Ref: EBEPCentral/EBEForms/FormD.doc

City Of Milwaukee
Department Of Department of City Development
Emerging Business Enterprise Program (EBE)
Subcontractor Payment Certification

(This form must be completed by the EBE subcontractor and attached to the Prime Contractor's Final EBE Report)

-SUBCONTRACTOR EXECUTES-

Section A - EBE Company Officer Completes For Payment That Has Been Received

EBE Subcontractor Name : _____

Official Notice No.: _____ Project No. _____ DPW Contract No. _____

I hereby certify that I have received \$ _____ for subcontract work on the above project.

Dated: _____ Signature of **EBE** Subcontractor: _____

Printed Name & Title of **EBE** Subcontractor: _____

Acknowledged by **Prime** Contractor Signature: _____

Printed name & Title of **Prime** Contractor: _____

-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-

Section B – Prime contractor and EBE Company Officers Complete if Full Payment Has Not Been Made to the EBE Subcontractor and a balance remains to be paid.

Prime Contractor: _____

EBE Subcontractor: _____

Official Notice No.: _____ Project No. _____ DPW Contract No. _____

I hereby certify that I will pay \$ _____ to _____
for subcontract work on the above project.

Dated: _____ Signature of **Prime** Contractor: _____

Printed Name & Title of **Prime** Contractor: _____

Acknowledged by **EBE** Subcontractor Signature: _____

Printed name & Title of **EBE** Subcontractor: _____

Attachment B

AFFIDAVIT OF NO INTEREST

[illegible]

_____, being first duly sworn, on oath deposes and says that he/she is the agent of the _____, for the attached submission for Official Notice No. #57329, Pest Control Services.

Affiant further deposes and says that no officer, official or employee of the Department of City Development of the City of Milwaukee has or will receive anything of value in connection with the issuance of an agreement ensuing from this RFP

(Signature)

Subscribed and sworn to before me
this ____ day of _____, 20__.

Notary Public, Milwaukee County, Wis.
My commission expires _____.

Attachment C

Non-Debarment Certification

The undersigned, being duly authorized to act on behalf of _____ (the “CONTRACTOR”), hereby certifies that neither the CONTRACTOR nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration’s List of Parties Excluded from Federal Procurement and Non-Procurement Programs).

The CONTRACTOR further certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment, and that the CONTRACTOR will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

ATTACHMENT D

City of Milwaukee Department of City Development

Local Business Enterprise Provisions

I. General:

- A. In accordance with Chapter 365 of the Milwaukee Code of Ordinances, the application of a Local Business Enterprise (LBE) program is required in all contracting activities of the Department of Administration, unless contrary to federal, state or local law or regulation. To this end, the City Purchasing Director, as a contracting officer of the City, will apply an award standard in all bids so that an otherwise responsive and responsible bidder which is a Local Business Enterprise shall be awarded the contract, provided that its bid does not exceed the lowest bid by more than 5%. An additional number of points, equal to 5% of the maximum number of points used in the evaluation of Request for Proposals (RFPs), shall be applied to increase the total score attained by a local business enterprise.
- B. Bidders seeking the Local Business Enterprise preference shall prepare and submit with the bid an accurate affidavit certifying their LBE status. Failure to do so may result in an LBE forfeiting their rights to be considered for the program.
- C. Sanctions – If any document submitted to the city by a contractor under this chapter for the purpose of participating in any city contract contains false, misleading or fraudulent information, the City Purchasing Director may direct the imposition of any of the following sanctions on the offending contractor:
 - 1. Withholding of payment.
 - 2. Termination, suspension or cancellation of the contract in whole or in part.
 - 3. Denial to participate in any further contracts awarded by the City.
- D. Penalty – Any person, business or corporation knowingly engaging in fraud, misrepresentation or in any attempt, direct or indirect, to evade the provisions of this chapter by providing false, misleading or fraudulent information shall, upon conviction, forfeit not less than \$2,000 nor more than \$5,000 together with the costs of prosecution.
- E. Right to Appeal – All contracts awarded under ss. 16.02 and 16.05.2b of the City Charter and City Ordinance 310-19 shall be awarded by the City Purchasing Director to the lowest responsible bidder determined in accordance with all applicable laws for participation of emerging business enterprises or local business enterprises which are in force.
 - 1. Any bidder who objects to the recommendation may appeal the recommendation by filing a written appeal with the purchasing director no

later than 5 working days after the date the recommendation is made. Appeals shall be filed with the fee specified in s. 81-102.3. The appeal shall state the specific objections to the recommendation include supporting documentation and specify an alternative recommendation.

2. If a timely appeal is not filed, the purchasing director and the board shall proceed as if no appeal was filed.
3. Immediately upon receipt of the appeal, the purchasing director shall forward the appeal to the chair of the board, who shall schedule a hearing before the board. All bidders shall be notified of the appeal, and the date, time and place of the hearing.
4. All members of the board shall be sent materials sufficient for them to consider the appeal and make a prompt decision.
5. The board shall conduct the hearing and make a determination on the appeal prior to adjournment. The board shall keep a tape recorded record of its deliberations and decisions.
6. The board may award in accordance with the recommendation of the purchasing director, make an award to another bidder determined by the board, or reject all bids. The appellant and other bidders shall be notified in writing of the board's decision.
7. Within 10 days of its decision under par. g, the board shall file its written findings and conclusion in support of its decision.
8. Notwithstanding any time limitation specified in sub. 4, when considering an award, the board may, in its discretion, schedule a hearing for its next regular or special meeting, provided that all bidders are notified at least 5 days prior to such hearing.

II. Definitions:

- A. Local Business Enterprise means a business which satisfies all of the following criteria:
 1. Owns or leases property within the geographical boundaries of the City of Milwaukee. Post office boxes shall not suffice to establish status as a Local Business Enterprise.
 2. A residential address may qualify, but only if the business does not own or lease other real property, either within or outside the geographical boundaries of the City of Milwaukee.

3. Has leased property and at least half of the acreage of all the real property owned or leased by the business is located within the geographical boundaries of the City of Milwaukee.
4. Has been doing business in the City of Milwaukee for at least one (1) year.
5. Is not delinquent in the payment of any local taxes, charges or fees, or the business has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.
6. Will perform at least 10% of the monetary value of the work required under the contract.

III. Local Business Enterprise Requirement:

- A. The Department of Administration shall, unless contrary to federal, state or local law or regulation, apply an award standard in all bids so that an otherwise responsive and responsible bidder which is a Local Business Enterprise shall be awarded the contract, provided that its bid does not exceed the lowest bid by more than 5%.
- B. If the bids of two or more Local Business Enterprises do not exceed the lowest bid by more than 5%, the contract shall be awarded to the Local Business Enterprise that submitted a bid that exceeded the lowest bid by the smallest amount.
- C. If a bid submitted by a non-Local Business Enterprise and a bid submitted by a Local Business Enterprise are identical, the contract shall be awarded to the Local Business Enterprise, even if the bids are only identical due to the 5% award standard provided for in this chapter.
- D. If two bids submitted by two Local Business Enterprises are identical, the winner will be determined in accordance with the process for tie-breakers as established by the City Purchasing Director.
- E. If the difference between the low bidder's amount and the lowest Local Business Enterprise amount is within 5% of the low bidder and exceeds \$25,000, then the provisions in section III-A shall not apply.
- F. Paragraph III-A shall only be applied to the "base bid".



DEPARTMENT OF ADMINISTRATION
BUSINESS OPERATIONS DIVISION
PROCUREMENT SERVICES SECTION

LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
AFFIDAVIT OF COMPLIANCE

IMPORTANT: This form must be submitted with your Proposal to be considered for LBE status.

Bid/RFP #: _____

Company Name: _____

Address: _____

City, State, Zip _____

This affidavit of compliance will be the contractor's sworn statement that the business meets the following criteria:

- The business owns or leases property within the geographical boundaries of the City of Milwaukee. Post office boxes shall not suffice to establish status as a Local Business Enterprise.
- A residential address may suffice to establish compliance as a Local Business Enterprise, but only if the business does not own or lease other real property, either within or outside the geographical boundaries of the City of Milwaukee.
- Leased property shall not suffice to establish compliance as a Local Business Enterprise unless at least half of the acreage of all the real property owned or leased by the business is located within the geographical boundaries of the City of Milwaukee.
- The business has owned or leased real property within the geographical boundaries of the City of Milwaukee *and* the business has been doing business in the City of Milwaukee for at least one (1) year.
- The business is not delinquent in the payment of any local taxes, charges or fees, or the business has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.
- The business will perform at least 10% of the monetary value of the work required under the contract.

NOTE: If you are the primary owner of more than one business location and the other business location(s) is not located within the geographical boundaries of the City of Milwaukee, the business you are seeking to qualify as a Local Business Enterprise must serve as the primary functionally operational entity that is capable of providing the required services, commodities, or

supplies for the purposes of this Bid/RFP. If you own more than one business, please list the name of the business(es) and their addresses on the “Business Property Location” form.

SITE VISITS: Please note the contractor agrees to allow the City to verify Local Business Enterprise status by allowing City Staff to visit the operation(s) of the business that is seeking Local Business Enterprise status at any time without notice, in an effort to maintain the integrity of the City’s bidding process.

I hereby declare compliance with the City of Milwaukee Code of Ordinances Chapter 365.

Authorized
Signature:

Printed Name:

Date:

NOTARIZATION

Subscribed to before me on this _____ day of _____ in the
year _____, at _____ County,
_____ State.

NOTARY PUBLIC SIGNATURE: _____

(SEAL)

PRINT NAME: _____ My commission expires: _____

PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL



DEPARTMENT OF ADMINISTRATION
BUSINESS OPERATIONS DIVISION
PROCUREMENT SERVICES SECTION

LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
BUSINESS PROPERTY LOCATION FORM

Important Note: This form must be submitted with your Proposal to be considered for LBE status.

Bid / RFP # _____

Property Location 1

Name:	
Address:	
City, State, Zip	

Property Location 2

Name:	
Address:	
City, State, Zip	

Property Location 3

Name:	
Address:	
City, State, Zip	

Property Location 4

Name:	
Address:	
City, State, Zip	

PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to the RACM Request for Proposal No. 57217 includes proprietary and confidential information that qualifies as a trade secret, as provided in Wis. Stats. §§ 19.36(5) & 134.90, or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the proponent asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released, to the extent allowed by Wisconsin law. Therefore, I am providing the following information with the express understanding that it is being submitted to RACM under a pledge of confidentiality. I would not have submitted this information had the RACM not pledged to keep it confidential* and request that the following pages not be released:

<u>Section</u>	<u>Page</u>	<u>Topic</u>

*NOTE: Proponents are cautioned that the ENTIRE PROPOSAL WILL NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. PLEASE LIMIT DESIGNATIONS OF CONFIDENTIALITY ONLY TO PROPRIETARY OR TRADE SECRET INFORMATION, OR OTHER LIMITED INFORMATION THAT YOU PROVIDE ONLY UPON RECEIPT OF A PLEDGE OF CONFIDENTIALITY

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided, as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative)	Telephone Number
Name (Please Print)	Company Name
Title	Date

NOTE: The RACM, as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

The RACM will notify any proponent if a determination is made that the requested information cannot be kept confidential.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable RACM procurement regulations. A proponent responding to this proposal should not include any proprietary information as part of its proposal unless the proponent 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to the RACM, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

The RACM preference is for the proponent to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. _____, etc. Data contained in the proposal and all documentation becomes the property of the RACM, Purchasing Division.

Generally, proposals are available for public review after the Purchasing/Contract Services Division has awarded and executed a contract.

DEPARTMENT OF CITY DEVELOPMENT-PROCUREMENT SERVICES SECTION

LIVING WAGE COMPLIANCE REPORT

CONTRACT NUMBER: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME/PHONE: _____

COMPANY NAME: _____

FINAL REPORT? () YES () NO 3 MONTH REPORT ? () YES () NO

NOTE: IF FINAL REPORT, PLEASE COMPLETE THE BOTTOM PORTION OF THIS FORM.

In order to audit your compliance with the Living Wage Ordinance (Living Wage hourly rate of \$8.91 effective 3/1/2011), please complete the following report and submit to the DDC-Procurement Services Division, 809 North Broadway, Milwaukee, Wisconsin 53202. This report is to be submitted within 10 days following the expiration of the contract, or every three (3) months, whichever occurs first.

TIME PERIOD	EMPLOYEE NAME	ADDRESS	WORK PERFORMED	TOTAL HOURS	HOURLY WAGE RATE	GROSS EARNINGS	VACATION, WELFARE, TRUST CONTRIBUTION

Personally came before me on this _____ day of _____, 20____, (he/she) _____, who acknowledges that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company, IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL) _____ My commission expires _____
Signature

Print Name

DEPARTMENT OF ADMINISTRATION-PROCUREMENT SERVICES SECTION

AFFIDAVIT OF COMPLIANCE - LIVING WAGE PROVISION

BID/RFP NUMBER: _____ DATE: _____

The undersigned hereby agrees to pay all workers employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than **\$8.91** per hour. The undersigned agrees to make a sworn report within 10 days following the completion of the contract, or every 3 months, whichever occurs first, and to procure and submit a like sworn report from every subcontractor employed by the contractor, to the DCD - Procurement Services Division. Such report shall include, but not be limited to, for the specified time period, the person's name, address, type of work performed, total hours worked on the service contract, hourly wage rate, gross earnings, and employer's contribution to vacation, welfare and trust funds. Said reports or affidavits shall be accompanied by a statement that each and every employee has been paid in full the amount of not less than **\$8.91** per hour, and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.

ALL OF OUR EMPLOYEES RECEIVE AN HOURLY WAGE THAT IS GREATER THAN **\$8.91/HOUR. NOTE: REPORTS AS STATED ABOVE ARE STILL REQUIRED.**

I/We hereby state that I/we will comply with Section 310-13 of the City of Milwaukee Code of Ordinances as stated above:

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

COMPANY NAME: _____

Personally came before me on this _____ day of _____ 20____ ,

(he/she) _____ who acknowledges that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

NOTARY PUBLIC SIGNATURE

PRINT NAME

My commission expires: _____

NOTICE

**HOURLY RATE FOR EMPLOYEES WORKING ON CITY
OF MILWAUKEE CONTRACTS SHALL NOT BE LOWER THAN**

\$8.91 PER HOUR

REFERENCE MILWAUKEE CODE OF ORDINANCES 310-13

Rate Effective 3/1/2011

Per Section 310-13, Milwaukee Code of Ordinances

CITY OF MILWAUKEE - DEPARTMENT OF CITY DEVELOPMENT